



CITY OF LODI COUNCIL COMMUNICATION

M

AGENDA TITLE: Public Hearing to Consider Resolution Approving Reimbursement Agreement No. RA-08-01 for Public Improvements Constructed with the Vintner's Square Shopping Center

MEETING DATE: December 17, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Conduct a public hearing to consider a resolution approving Reimbursement Agreement No. RA-08-01 for public improvements in Kettleman Lane and Westgate Drive and associated public utilities constructed with the Vintner's Square shopping center.

BACKGROUND INFORMATION: Geweke Family Partnership, the developer of the Vintner's Square shopping center located at the northwest corner of Kettleman Lane and Lower Sacramento Road, entered into an Improvement Agreement with the City on April 29, 2004. As required under the conditions of approval for the project and the terms of the Improvement Agreement, the developer has completed certain public improvements on Kettleman Lane and Westgate Drive. The improvements include the installation of asphalt concrete pavement, concrete curb, gutter and sidewalk, water, wastewater and storm drainage lines, and a traffic signal on Kettleman Lane and Westgate Drive. Portions of the public improvements installed by the developer benefit properties ranging from just north of Lodi Avenue/Sargent Road and just south of Kettleman Lane. The benefiting properties are shown on Exhibit A.

The public improvements were accepted by Council on August 16, 2006. The developer has requested a Reimbursement Agreement in conformance with Chapter 16.40 of the Lodi Municipal Code (LMC) to recover the cost of the improvements benefiting the above-mentioned properties, including related costs such as engineering, inspection and plan check fees.

The reimbursable costs for each benefiting property are shown on Exhibit B. Pursuant to LMC §16.40.50.A.3, the reimbursable amounts shown in Exhibit B include an amount attributable to interest for the year 2008 based on the change in the Engineering News Record 20 Cities Construction Cost Index from January 2007 to January 2008. Under the terms of the Reimbursement Agreement similar adjustments to the reimbursable costs will be made each January until payment is received. The City will collect the appropriate charges from the developer of the benefiting property at the time of development. A copy of the Reimbursement Agreement is attached as Exhibit C.

In conformance with LMC Chapter 16.40, staff recommends that Council conduct a public hearing to consider a resolution approving Reimbursement Agreement No. RA-08-01,

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wallv Sandelin
Public Works Director

Prepared by Chris R. Boyer, Junior Engineer
FWS/CRB/pmf

Attachments

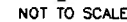
cc: Senior Civil Engineer Welch
Senior Civil Engineer Chang

Junior Engineer Boyer
Property Owners

APPROVED:

Blair King, City Manager

Area of Benefit



DETAIL-A

NOT TO SCALE

LODI SHOPPING CENTER



NOT TO SCALE

* IN SEWER SERVICE AREA

EXHIBIT-A

CHECKED BY:

DATE: 05/05/08

270100

DWG FILENAME:

270100EX-1



PHILLIPPI ENGINEERING

CIVIL ENGINEERING - LAND SURVEYING

425 MERCHANT STREET VACAVILLE, CA 95688
P.O. BOX 6556 VACAVILLE, CA 95696

OFFICE (707) 451-6556 FAX (707) 451-6555

Exhibit B

Detailed Summary of Allocations for Parcels with Street Work

	Quantity	Units	Cost/unit	Cost	058-030-09	027-050-18	027-050-19	027-050-20	027-050-21	058-030-11	058-030-12	058-030-13	027-050-10	
Kettleman Lane (South side, west of Westgate Drive)					33.21	4.26	4.27	4.27	4.11	6.97	18.29	9.26	5	
Roadway Excavation	1289	CY	\$ 19.50	\$ 25,143	\$ 25,143									
OG AC in widening areas	64	Tons	\$ 85.00	\$ 5,399	\$ 5,399									
Type B AC in widening areas	1151	Tons	\$ 44.00	\$ 50,630	\$ 50,630									
Type 2 AB in widening areas	1354	Tons	\$ 23.00	\$ 31,138	\$ 31,138									
				\$ 112,309	\$ 112,309									
Kettleman Lane North side, west of Westgate Drive)														
Roadway Excavation	1254	CY	\$ 19.50	\$ 16,166		\$ 755	\$ 3,540	\$ 5,519	\$ 6,350					
OG AC in widening areas	70	Tons	\$ 85.00	\$ 5,584		\$ 255	\$ 1,220	\$ 1,909	\$ 2,201					
Type B AC in widening areas	1114	Tons	\$ 44.00	\$ 32,392		\$ 1,513	\$ 7,094	\$ 11,059	\$ 12,724					
Type 2 AB in widening areas	1317	Tons	\$ 23.00	\$ 20,021		\$ 935	\$ 4,385	\$ 6,835	\$ 7,865					
				\$ 74,163		\$ 3,459	\$ 16,238	\$ 25,322	\$ 29,140					
Kettleman Lane (South side, across from Vintner Square)														
Roadway Excavation	487	CY	\$ 19.50	\$ 9,497						\$ 1,917	\$ 5,032	\$ 2,547		
Type B AC in widening areas	434	Tons	\$ 44.00	\$ 19,096						\$ 3,856	\$ 10,118	\$ 5,123		
Type 2 AB in widening areas	511	Tons	\$ 23.00	\$ 11,753						\$ 2,373	\$ 6,227	\$ 3,153		
Cold planing	1514	SY	\$ 3.50	\$ 5,298						\$ 1,070	\$ 2,807	\$ 1,421		
Type B overlay	233	Tons	\$ 44.00	\$ 10,237						\$ 2,067	\$ 5,424	\$ 2,746		
OG AC	84	Tons	\$ 85.00	\$ 7,119						\$ 1,437	\$ 3,772	\$ 1,910		
Remove 6" AC	41	CY	\$ 18.00	\$ 736						\$ 149	\$ 390	\$ 197		
Replace 6" AC	82	Tons	\$ 43.00	\$ 3,513						\$ 709	\$ 1,861	\$ 942		
Kettleman / Westgate signal	Lump Sum			\$ 82,500						\$ 16,658	\$ 43,712	\$ 22,131		
Lighting and Signal interconnect	Lump Sum			\$ 32,500						\$ 6,562	\$ 17,220	\$ 8,718		
				\$ 182,249						\$ 36,798	\$ 96,562	\$ 48,888		
Westgate Drive														
Street pavement section(0.3 AC / 0.55 AB)	27239	SF	\$ 2	\$ 62,650					\$ 30,748				\$ 31,902	
Stamped pavement in median	730	SF	\$ 16	\$ 11,680					\$ 5,732				\$ 5,948	
Curb and gutter	1165	LF	\$ 16	\$ 18,640					\$ 9,148				\$ 9,492	
8" median curb	1165	LF	\$ 12	\$ 13,980					\$ 6,861				\$ 7,119	
12" median border	882.5	LF	\$ 16	\$ 14,120					\$ 6,930				\$ 7,190	
Striping	Lump Sum		\$ 1,600	\$ 1,600					\$ 785				\$ 815	
Traffic Signs	10	each	\$ 200	\$ 2,000					\$ 982				\$ 1,018	
Object markers	2	each	\$ 55	\$ 110					\$ 54				\$ 56	
Street name signs	1	each	\$ 325	\$ 325					\$ 160				\$ 165	
Benchmarks	0.5	each	\$ 500	\$ 250					\$ 123				\$ 127	
Monuments	0.5	each	\$ 400	\$ 200					\$ 98				\$ 102	
Median Landscaping	Lump Sum		\$ 39,125	\$ 39,125					\$ 19,202				\$ 19,923	
18" storm drain in Westgate Drive	131	LF	\$ 24	\$ 3,144					\$ 3,144				\$ -	
15" storm drain at Kettleman intersection	74	LF	\$ 25	\$ 1,850					\$ 1,850				\$ -	
12" storm drains	59	LF	\$ 24	\$ 1,416					\$ 1,416				\$ -	
Storm drain manholes	1.5	each	\$ 2,950	\$ 4,425					\$ 4,425				\$ -	
Storm drain inlets	3	each	\$ 1,050	\$ 3,150					\$ 3,150				\$ -	
8" sewer laterals to west side	50	LF	\$ 22.50	\$ 1,125					\$ 552				\$ 573	
Sewer manholes	2.5	each	\$ 2,550	\$ 6,375					\$ 3,188				\$ 3,188	
10" water main	710	LF	\$ 20.50	\$ 14,555					\$ 7,143				\$ 7,412	
10" gate valves	4	each	\$ 1,050	\$ 4,200					\$ 2,061				\$ 2,139	
Median landscaping service	0.5	each	\$ 1,400	\$ 700					\$ 344				\$ 356	
				\$ 205,620					\$ 108,107				\$ 97,513	
Plus plan check and inspection fee					5.5%	\$ 6,177	\$ 190	\$ 893	\$ 1,393	\$ 7,549	\$ 2,024	\$ 5,311	\$ 2,689	\$ 5,363
Plus engineering and administration					10%	\$ 11,231	\$ 346	\$ 1,624	\$ 2,532	\$ 13,725	\$ 3,680	\$ 9,656	\$ 4,889	\$ 9,751
Street Work total for the parcel						\$ 129,717	\$ 3,995	\$ 18,755	\$ 29,247	\$ 158,520	\$ 42,502	\$ 111,529	\$ 56,466	\$ 112,627
Plus trunk sewer allocation						\$ -	\$ 2,457	\$ 2,463	\$ 2,463	\$ 2,370	\$ -	\$ -	\$ -	\$ 2,884
Total for the property						\$ 129,717	\$ 6,452	\$ 21,218	\$ 31,709	\$ 160,891	\$ 42,502	\$ 111,529	\$ 56,466	\$ 115,511

Exhibit B

Summary of allocations of cost to the various properties

Parcel	Acres	Kettleman -West of Westgate (South)	Kettleman - West of Westgate (North)	Kettleman - Across from Vintner Square	Westgate Drive	Taylor Road	Trunk Sewer	Total
		Allocation	Allocation	Allocation	Allocation	Allocation		Allocation
058-030-09	33.21	\$ 103,773					\$	103,773
058-030-10	4.10						\$	-
							\$	-
027-050-01	20.00						\$ 11,535	\$ 11,535
027-050-02	10.00						\$ 5,767	\$ 5,767
027-050-03	10.00						\$ 5,767	\$ 5,767
027-050-10	5.00				\$ 112,627		\$ 2,884	\$ 115,511
027-050-11	5.00						\$ 2,884	\$ 2,884
027-050-12	5.00						\$ 2,884	\$ 2,884
027-050-15	2.00						\$ 1,153	\$ 1,153
027-050-16	1.00						\$ 577	\$ 577
027-050-18	4.26		\$ 3,995				\$ 2,457	\$ 6,452
027-050-19	4.27		\$ 18,755				\$ 2,463	\$ 21,218
027-050-20	4.27		\$ 29,247				\$ 2,463	\$ 31,709
027-050-21	4.11		\$ 33,657		\$ 124,864		\$ 2,370	\$ 160,891
027-050-24	4.37						\$ 2,520	\$ 2,520
027-050-25	0.46						\$ 265	\$ 265
							\$	-
058-030-11	6.97			\$ 42,502			\$	\$ 42,502
058-030-12	18.29			\$ 111,529			\$	\$ 111,529
058-030-13	9.26			\$ 56,466			\$	\$ 56,466
							\$	-
027-060-01	0.91					\$ 2,814	\$	\$ 2,814
027-060-03	0.64					\$ 1,979	\$	\$ 1,979
027-060-05	0.35					\$ 1,082	\$	\$ 1,082
027-060-06	0.30					\$ 928	\$	\$ 928
027-060-39	3.89					\$ 12,028	\$	\$ 12,028
027-060-08	0.24					\$ 742	\$	\$ 742
027-060-09	0.22					\$ 680	\$	\$ 680
027-060-10	1.01					\$ 3,123	\$	\$ 3,123
027-060-12	0.45					\$ 1,391	\$	\$ 1,391
027-060-13	0.33					\$ 1,020	\$	\$ 1,020
027-060-42						\$ 2,041	\$	\$ 2,041
027-060-27	0.38					\$ 1,175	\$	\$ 1,175
027-060-29	0.21					\$ 649	\$	\$ 649
027-060-35	0.21					\$ 649	\$	\$ 649
							\$	-
027-400-01	19.85						\$ 9,851	\$ 9,851
027-400-02	44.70						\$ 14,349	\$ 14,349
027-400-03	37.45						\$ 20,725	\$ 20,725
029-380-05	49.74						\$ 18,253	\$ 18,253
		\$ 103,773	\$ 85,653 *	\$ 210,497	\$ 237,491	\$ 30,303	\$ 109,168	\$ -
							\$	\$ 776,885

* This amount (\$85,653) is \$5 less than the amount shown in the "Determination of Costs" section due to scaling and rounding.

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

REIMBURSEMENT
for
PUBLIC IMPROVEMENTS

AGREEMENT # RA - 08-01

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and THE GEWEKE FAMILY PARTNERSHIP, a California Limited Partnership, hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is the developer of commercial development titled Vintner's Square Shopping Center, located on the north west corner of Lower Sacramento Road and Kettleman Lane, Lodi, California, and has entered into an Improvement Agreement with City dated April 29, 2004, to construct public improvements required to serve the development, and

WHEREAS, Applicant has constructed certain public improvements (hereinafter "Improvements"), which include installation of asphalt concrete pavement, concrete curb and gutter, water pipe, wastewater pipe, storm drain pipe, traffic control systems, and other miscellaneous and related items, that will serve additional properties that are designated and shown on the plan attached as Exhibit A to this Agreement; and

WHEREAS, Applicant has filed a request with City's Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other properties or would be required of those properties upon development ("Benefit Area"); and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

1. The amount of the reimbursable costs for the Improvements due to Applicant includes construction costs less any applicable credits plus ten percent for administrative and engineering design costs (10%), engineering plan check fees (2.0%), engineering inspection fees (3.5%) and the reimbursement application fee. Total construction costs and costs attributable to the Benefit Area are shown on attached Exhibit B.
2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement

rates shall be calculated in January of each calendar year beginning January 2008 by the following formula:

$$(\text{ENR Jan. 1 of current year}) \div (\text{initial ENR}) \times (\text{Balance due Jan. 1 of prior year less payments made during the previous year})$$

The initial ENR index under this Agreement is 8090.06. The initial reimbursable amounts are shown on Exhibit B.

3. In the event that the benefiting properties shown on Exhibit A develop, City shall collect the appropriate charges from the developers of the benefiting property and reimburse Applicant or Applicant's heirs, successors or assigns, for a period of fifteen (15) years. For payment collection purposes, benefiting parcels APN 058-030-11, 058-030-12 and 058-030-13 have been segregated into a group shown as Lodi Shopping Center on Exhibit A. Total reimbursement costs for the parcels within this group shall be payable at the time of issuance of the first Public Improvement Agreement for shopping center improvements. The charges for all other benefiting properties shall be paid in full at the time of the first development on those properties.
4. The Kettleman Lane/Westgate Drive traffic signal is assumed to have been installed in its ultimate location for the purposes of calculating the reimbursable costs covered by this Agreement. The signal installation cost has been allocated fifty percent (50%) to the Applicant and fifty percent (50%) to the Lodi Shopping Center (Parcels APN 058-030-11, 058-030-12 and 058-030-13). However, if, at the time of development of the Lodi Shopping Center, the Kettleman Lane/Westgate Drive traffic signal must be relocated to accommodate that project, the current signal location will be considered temporary for the purposes of this Agreement and no reimbursement will be due to the Applicant for those costs. Adjustments to the required reimbursement will be made by City staff at the time of payment.
5. Applicant shall pay City \$6,908.41 for the preparation of this Agreement prior to approval and recording of this Agreement. This cost is based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs, with a minimum charge of \$750.00.
6. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by City for administering the reimbursement provisions of this Agreement. The administrative charge shall be established from time to time by resolution of the City Council. As of the date of this Agreement, the charge is \$200.00.
7. This Agreement shall inure to the benefit of the heirs, successors and assigns of Applicant. City shall mail reimbursement payments to the last address of Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to City and be deposited in the appropriate development impact mitigation fee fund maintained by City.
8. All correspondence and payments required by this Agreement shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as follows:

F. Wally Sandelin
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall be addressed as follows:

Geweke Family Partnership
P. O. Box 1420
Lodi, CA 95241

9. This Agreement is entered into pursuant to the provisions of Title 16 of the Lodi Municipal Code and the provisions of that section shall by reference be part of this Agreement **as** though fully set forth herein.

The undersigned represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

IN WITNESS WHEREOF, Applicant and City have executed this Agreement as of the date first above written.

Geweke Family Partnership
a California Limited Partnership

By: _____
Date
Name & Title: _____

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Blair King, City Manager Date

ATTEST:

Randi Johl, City Clerk Date

APPROVED **AS** TO FORM:
D. Stephen Schwabauer, City Attorney

By: _____
Janice D. Magdich, Deputy City Attorney 

RESOLUTION NO. 2008-249

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
REIMBURSEMENT AGREEMENT NO. RA-08-01 BETWEEN
THE CITY OF LODI AND GEWEKE FAMILY PARTNERSHIP
FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE
VINTNERS SQUARE SHOPPING CENTER

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Reimbursement Agreement No. RA-08-01 between the City of Lodi and Geweke Family Partnership for public improvements constructed with the Vintner's Square shopping center.

Dated: December 17, 2008


I hereby certify that Resolution No. 2008-249 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce,
and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None




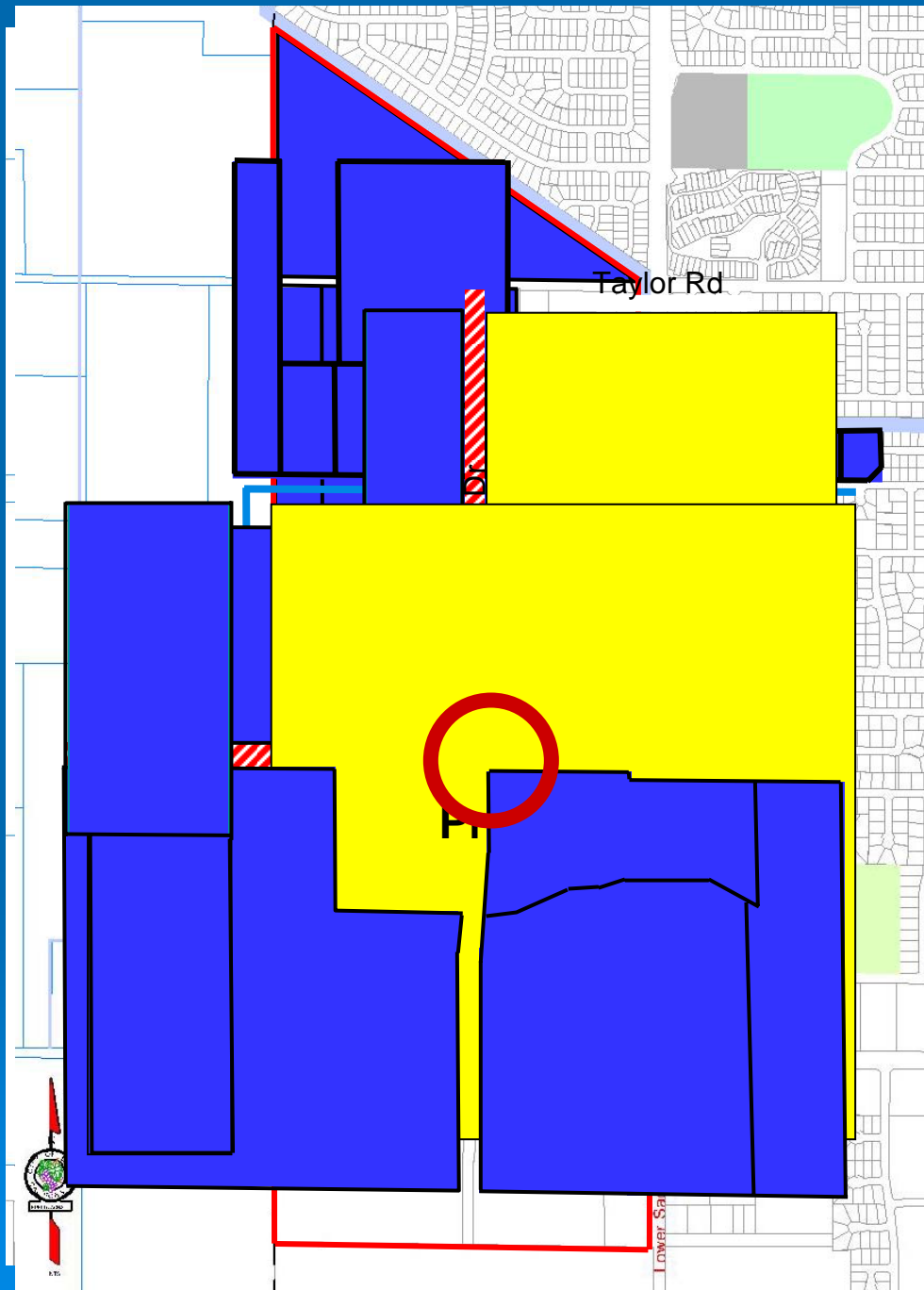
RANDI JOHL
City Clerk

Public Hearing

Vintner's Square Shopping Center Reimbursement Agreement

Presented by
Chris Boyer





Area of Benefit
Trunk Line
Street Improvements

- Storm Drain
- Wastewater
- Water
- Pavement

Water Line

➤ When do the property owners have to pay?

- The agreement expires after 15 years.
- If the property develops or is provided public water or sewer service.
- The reimbursable amounts are subject to increase annually based on the Engineering News Record.



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER REIMBURSEMENT
AGREEMENT NO. RA-08-01 FOR PUBLIC IMPROVEMENTS
CONSTRUCTED WITH THE VINTNER'S SQUARE SHOPPING
CENTER**

PUBLISH DATE: SATURDAY, NOVEMBER 8, 2008


LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, NOVEMBER 6, 2008

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ CF MB JMP (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER REIMBURSEMENT AGREEMENT NO. RA-08-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE VINTNER'S SQUARE SHOPPING CENTER

On Friday, November 7, 2008, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider Reimbursement Agreement No. RA-08-01 for public improvements constructed with the Vintner's Square Shopping Center (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 7, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: December 17, 2008

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 17, 2008**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Reimbursement Agreement **No. 12A-08-01** for public improvements constructed with the Vintner's Square shopping center

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: November 5, 2008

Approved as to form:

D. Stephen Schwabauer
City Attorney



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER REIMBURSEMENT AGREEMENT NO. RA-08-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE VINTNER'S SQUARE SHOPPING CENTER

On Thursday, November 6, 2008, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider Reimbursement Agreement No. RA-08-01 for public improvements constructed with the Vintner's Square Shopping Center, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.


There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 6, 2008, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. PERRIN, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

EXHIBIT A



NOTICE OF PUBLIC HEARING

LODI CITY COUNCIL

221 W. PINE STREET, LODI, 95240 --TELEPHONE 333-6702

DATE: Wednesday, **December 17, 2008**

TIME: **7:00 p.m.**, or as soon thereafter as the matter can be heard

PLACE: **Carnegie Forum, 305 West Pine Street, Lodi**

SUBJECT: To consider Reimbursement Agreement No. RA-08-01 for public improvements constructed with the Vintner's Square Shopping Center

(SEE ATTACHED for additional information regarding this matter, as specified in Lodi Municipal Code Section 16.40.050 C. 3)

INFORMATION REGARDING THIS MATTER MAY BE OBTAINED IN THE OFFICE OF PUBLIC WORKS, 221 W. PINE ST., LODI.

WRITTEN STATEMENTS MAY BE FILED WITH THE CITY CLERK, 221 W. PINE ST., 2ND FLOOR, LODI, AT ANY TIME PRIOR TO THE HEARING SCHEDULED HEREIN, AND ORAL STATEMENTS MAY BE MADE AT SAID HEARING.

ANYONE WISHING TO BE HEARD ON THE ISSUE MAY APPEAR BEFORE THE CITY COUNCIL AT THE TIME OF THE PUBLIC HEARING.

IF YOU CHALLENGE THE PROPOSED ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY CLERK/CITY COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.

Date Mailed: November 6, 2008

A handwritten signature in black ink, appearing to read "Randi Johl", written over a horizontal line.

RANDI JOHL
CITY CLERK OF THE CITY OF LODI

AGENDA ITEM E-11



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for December 17, 2008, to Consider Resolution Approving Reimbursement Agreement No. RA-08-01 for Public Improvements Constructed with the Vintner's Square Shopping Center

MEETING DATE: November 5, 2008

PREPARED BY Public Works Director

RECOMMENDED ACTION: Set a public hearing for December 17, 2008, to consider a resolution approving Reimbursement Agreement No. RA-08-01 for public improvements in Kettleman Lane and Westgate Drive and associated public utilities constructed with the Vintner's Square shopping center.

BACKGROUND INFORMATION: Geweke Family Partnership, the developer of the Vintner's Square shopping center located at the northwest corner of Kettleman Lane and Lower Sacramento Road, entered into an Improvement Agreement with the City on April 29, 2004. As required under the conditions of approval for the project and the terms of the Improvement Agreement, the developer has completed certain public improvements on Kettleman Lane and Westgate Drive. The improvements include the installation of asphalt concrete pavement, concrete curb, gutter and sidewalk, water, wastewater and storm drainage lines, and a traffic signal on Kettleman Lane and Westgate Drive. Portions of the public improvements installed by the developer benefit properties ranging from just north of Lodi Avenue/Sargent Road and just south of Kettleman Lane. The benefiting properties are shown on Exhibit A.

The public improvements were accepted by Council on August 16, 2006. The developer has requested a Reimbursement Agreement in conformance with Chapter 16.40 of the Lodi Municipal Code (LMC) to recover the cost of the improvements benefiting the above-mentioned properties, including related costs such as engineering, inspection and plan check fees.

The reimbursable costs for each benefiting property are shown on Exhibit B. Pursuant to LMC §16.40.50.A.3, the reimbursable amounts shown in Exhibit B include an amount attributable to interest for the year 2008 based on the change in the Engineering News Record 20 Cities Construction Cost Index from January 2007 to January 2008. Under the terms of the Reimbursement Agreement similar adjustments to the reimbursable costs will be made each January until payment is received. A copy of the Reimbursement Agreement is attached as Exhibit C.

In conformance with LMC Chapter 16.40, staff recommends that Council set a public hearing to consider a resolution approving Reimbursement Agreement No. RA-08-01,

FISCAL IMPACT: Not applicable

FUNDING AVAILABLE: Not applicable

F. Wally Sandelin
Public Works Director

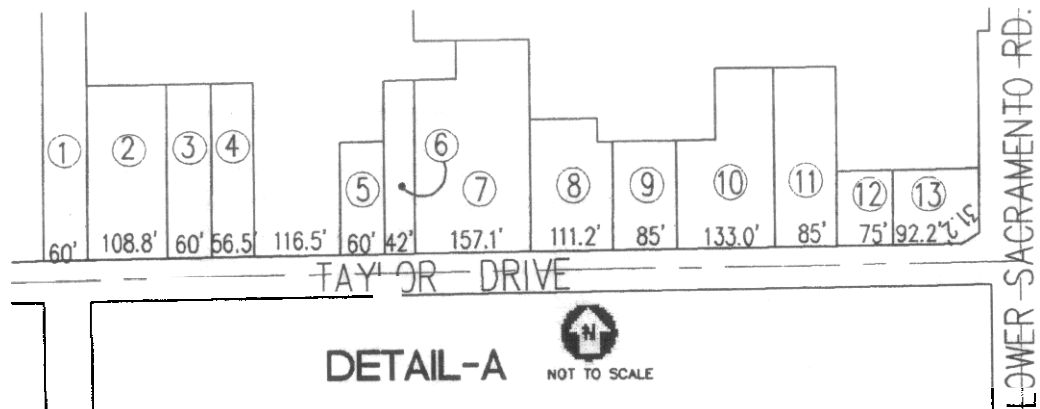
Prepared by Chris R. Boyer, Junior Engineer
FWS/CRB/pmf
Attachments

cc: Senior Civil Engineer Welch
Senior Civil Engineer Chang

Junior Engineer Boyer
Property Owners

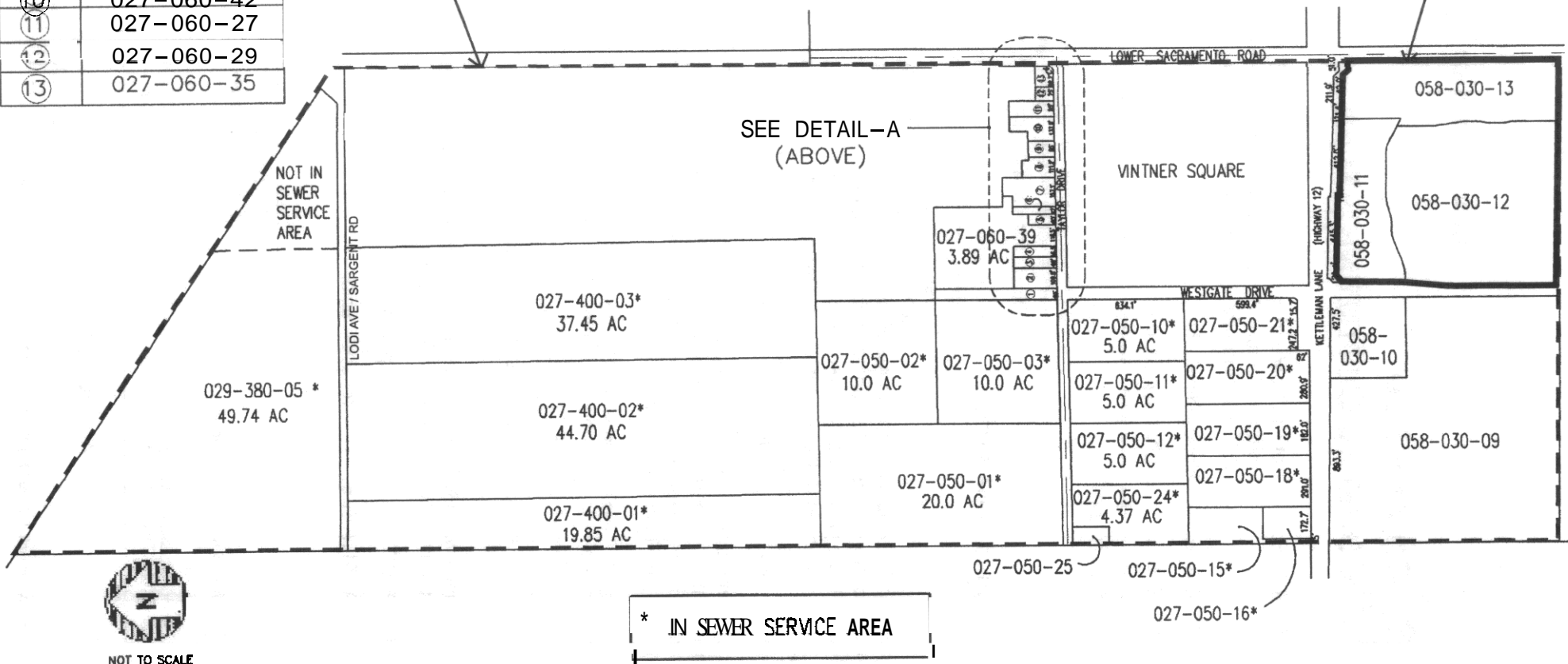
APPROVED: _____
Blair King, City Manager

NO	APN
①	027-060-01
②	027-060-03
③	027-060-05
④	027-060-06
⑤	027-060-08
⑥	027-060-09
⑦	027-060-10
⑧	027-060-12
⑨	027-060-13
⑩	027-060-42
⑪	027-060-27
⑫	027-060-29
⑬	027-060-35



Area of Benefit

LODI SHOPPING CENTER



PROJECT NAME/LOCATION:

EXHIBIT-A

DESIGNED BY:

DRAFTED BY

CHECKED BY

ISSUE DATE

05/05/08

PROJECT NO.

270100

DWG FILENAME:

270100EX-1



PHILLIPPI ENGINEERING

CIVIL ENGINEERING - LAND SURVEYING

425 MERCHANT STREET VACAVILLE, CA 95688

P.O. BOX 6556 VACAVILLE, CA 95696

OFFICE (707) 451-6556 FAX (707) 451-6555

Summary of allocations of cost to the various properties

Parcel	Acres	Kettleman -West of Westgate (South)	Kettleman- West of Westgate (North)	Kettleman. Across from Vintner Square	Westgate Drive	Taylor Road	Trunk Sewer	Total
		Allocation	Allocation	Allocation	Allocation	Allocation		Allocation
058-030-09	33.21	\$ 103,773						\$ 103,773
058-030-10	4.10							\$
027-050-01	20.00						\$ 11,535	\$ 11,535
027-050-02	10.00						\$ 5,767	\$ 5,767
027-050-03	10.00						\$ 5,767	\$ 5,767
027-050-10	5.00				\$ 112,627		\$ 2,884	\$ 115,511
027-050-11	5.00						\$ 2,884	\$ 2,884
027-050-12	5.00						\$ 2,884	\$ 2,684
027-050-15	2.00						\$ 1,153	\$ 1,153
027-050-16	1.00						\$ 577	\$ 577
027-050-16	4.26		\$ 3,995				\$ 2,457	\$ 6,452
027-050-19	4.27		\$ 18,755				\$ 2,463	\$ 21,218
027-050-20	4.27		\$ 29,247				\$ 2,463	\$ 31,709
027-050-21	4.11		\$ 33,657		\$ 124,864		\$ 2,370	\$ 160,891
027-050-24	4.37						\$ 2,520	\$ 2,520
027-050-25	0.46						\$ 265	\$ 265
058-030-11	6.97			\$ 42,502				\$ 42,502
058-030-12	18.29			\$ 111,529				\$ 111,529
058-030-13	9.26			\$ 56,466				\$ 56,466
027-060-01	0.91					\$ 2,814		\$ 2,614
027-060-03	0.64					\$ 1,979		\$ 1,979
027-060-05	0.35					\$ 1,082		\$ 1,082
027-060-06	0.30					\$ 928		\$ 928
027-060-39	3.69					\$ 12,028		\$ 12,028
027-060-08	0.24					\$ 742		\$ 742
027-060-09	0.22					\$ 680		\$ 680
027-060-10	1.01					\$ 3,123		\$ 3,123
027-060-12	0.45					\$ 1,391		\$ 1,391
027-060-13	0.33					\$ 1,020		\$ 1,020
027-060-42						\$ 2,041		\$ 2,041
027-060-27	0.36					\$ 1,175		\$ 1,175
027-060-29	0.21					\$ 649		\$ 649
027-060-35	0.21					\$ 649		\$ 649
027-400-01	19.85						\$ 9,651	\$ 9,851
027-400-02	44.70						\$ 14,349	\$ 14,349
027-400-03	37.45						\$ 20,725	\$ 20,725
029-380-05	49.74						\$ 18,253	\$ 16,253
		\$ 103,773	\$ 85,653 *	\$ 210,497	\$ 237,491	\$ 30,303	\$ 109,168	\$ 776,885

* This amount (\$65,653) is \$5 less than the amount shown in the "Determination of Costs" section due to scaling and rounding.

Kettlemann Lane		Quantity	Units	Cost/unit	Cost	058-030-09	027-050-18	027-050-19	027-050-20	027-050-21	058-030-11	058-030-12	058-030-13	027-050-10	
(South side, west of Westgate Drive)															
Kettlemann Lane	North side, west of Westgate Drive)	Roadway Excavation	1289	CY	19.50	\$	25,143								
		OG AC in widening areas	64	Tons	85.00	\$	5,399								
		Type B AC in widening areas	1151	Tons	44.00	\$	50,630								
		Type 2 AB in widening areas	1354	Tons	23.00	\$	31,138								
															\$ 112,309
Kettlemann Lane	(South side, across from Vintner Square)	Roadway Excavation	487	CY	19.50	\$	9,497								
		Type B AC in widening areas	434	Tons	44.00	\$	19,096								
		Type 2 AB in widening areas	511	Tons	23.00	\$	11,753								
		Cold planing	1514	SY	3.50	\$	5,298								
		Type B overlay	233	Tons	44.00	\$	10,237								
Westgate Drive	Lighting and Signal Interconnect	OG AC	87	Tons	85.00	\$	7,319								
		Remove 6" AC	41	CY	18.00	\$	736								
		Replace 6" AC	82	Tons	43.00	\$	3,513								
		Kettlemann / Westgate signal	Lump Sum			\$	82,500								
															\$ 182,249
Street pavement section(0.3 AC / 0.55 AB)	Stamped pavement in median	27239	SF	2	\$	62,650									
		730	SF	16	\$	11,680									
		Curb and gutter	1165	LF	16	\$	18,640								
		8" median curb	1165	LF	12	\$	13,980								
		12" median border	882.5	LF	16	\$	14,120								
Median Landscaping	Striping	Lump Sum				\$	1,600								
		10	each	200	\$	2,000									
		Traffic Signs	2	each	55	\$	110								
		Object markers	1	each	325	\$	325								
		Benchmarks	0.5	each	500	\$	250								
18" storm drain in Westgate Drive	15" storm drain at Kettlemann intersection	Lump Sum				\$	39,125								
		131	LF	24	\$	3,144									
		74	LF	25	\$	1,850									
		59	LF	24	\$	1,416									
		12" storm drains	59	LF	24	\$	1,416								
Storm drain manholes	Storm drain inlets	1.5	each	2,950	\$	4,425									
		each				\$	3,150								
		8" sewer laterals to west side	LF	22.50	\$	1,125									
		2.5	each	2,550	\$	6,375									
		10" water main	LF	20.50	\$	14,555									
Median landscaping service	10" gate valves	4	each	1,050	\$	4,200									
		each				\$	1,400								
		OS				\$	700								
															\$ 205,620
															\$
Plus plan check and inspection fee	Plus engineering and administration	5.5%				\$	6,177								
						\$	11,231								
						\$	346								
						\$	1,624								
						\$	893								
Street Work total for the parcel	Plus trunk sewer allocation					\$	3,995								
						\$	18,755								
						\$	29,247								
						\$	158,520								
						\$	7,549								
Total for the property						\$	13,725								
						\$	2,024								
						\$	3,680								
						\$	9,656								
						\$	5,311								
Street Work total for the parcel	Plus trunk sewer allocation					\$	56,466								
						\$	-								
						\$	-								
						\$	-								
						\$	-								
Total for the property						\$	115,511								
						\$	9,751								
						\$	2,884								
						\$	112,627								
						\$	-								

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

REIMBURSEMENT
for
PUBLIC IMPROVEMENTS

AGREEMENT # RA - 08-01

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and THE GEWEKE FAMILY PARTNERSHIP, a California Limited Partnership, hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is the developer of commercial development titled Vintner's Square Shopping Center, located on the north west corner of Lower Sacramento Road and Kettleman Lane, Lodi, California, and has entered into an Improvement Agreement with City dated April 29, 2004, to construct public improvements required to serve the development, and

WHEREAS, Applicant has constructed certain public improvements (hereinafter "Improvements"), which include installation of asphalt concrete pavement, concrete curb and gutter, water pipe, wastewater pipe, storm drain pipe, traffic control systems, and other miscellaneous and related items, that will serve additional properties that are designated and shown on the plan attached as Exhibit A to this Agreement; and

WHEREAS, Applicant has filed a request with City's Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other properties or would be required of those properties upon development ("Benefit Area"); and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

1. The amount of the reimbursable costs for the Improvements due to Applicant includes construction costs less any applicable credits plus ten percent for administrative and engineering design costs (10%), engineering plan check fees (2.0%), engineering inspection fees (3.5%) and the reimbursement application fee. Total construction costs and costs attributable to the Benefit Area are shown on attached Exhibit B.
2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement

rates shall be calculated in January of each calendar year beginning January 2008 by the following formula:

$(\text{ENR Jan. 1 of current year}) \div (\text{initial ENR}) \times (\text{Balance due Jan. 1 of prior year less payments made during the previous year})$

The initial ENR index under this Agreement is 8090.06. The initial reimbursable amounts are shown on Exhibit B.

3. In the event that the benefiting properties shown on Exhibit A develop, City shall collect the appropriate charges from the developers of the benefiting property and reimburse Applicant or Applicant's heirs, successors or assigns, for a period of fifteen (15) years. For payment collection purposes, benefiting parcels APN 058-030-11, 058-030-12 and 058-030-13 have been segregated into a group shown as Lodi Shopping Center on Exhibit A. Total reimbursement costs for the parcels within this group shall be payable at the time of issuance of the first Public Improvement Agreement for shopping center improvements. The charges for all other benefiting properties shall be paid in full at the time of the first development on those properties.
4. The Kettleman Lane/Westgate Drive traffic signal is assumed to have been installed in its ultimate location for the purposes of calculating the reimbursable costs covered by this Agreement. The signal installation cost has been allocated fifty percent (50%) to the Applicant and fifty percent (50%) to the Lodi Shopping Center (Parcels APN 058-030-11, 058-030-12 and 058-030-13). However, if, at the time of development of the Lodi Shopping Center, the Kettleman Lane/Westgate Drive traffic signal must be relocated to accommodate that project, the current signal location will be considered temporary for the purposes of this Agreement and no reimbursement will be due to the Applicant for those costs. Adjustments to the required reimbursement will be made by City staff at the time of payment.
5. Applicant shall pay City \$6,908.41 for the preparation of this Agreement prior to approval and recording of this Agreement. This cost is based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs, with a minimum charge of \$750.00.
6. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by City for administering the reimbursement provisions of this Agreement. The administrative charge shall be established from time to time by resolution of the City Council. As of the date of this Agreement, the charge is \$200.00.
7. This Agreement shall inure to the benefit of the heirs, successors and assigns of Applicant. City shall mail reimbursement payments to the last address of Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to City and be deposited in the appropriate development impact mitigation fee fund maintained by City.
8. All correspondence and payments required by this Agreement shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as follows:

F. Waliy Sandeii
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall be addressed as follows:

Geweke Family Partnership
P. O. Box 1420
Lodi, CA 95241

9. This Agreement is entered into pursuant to the provisions of Title 16 of the Lodi Municipal Code and the provisions of that section shall by reference be part of this Agreement as though fully set forth herein.

The undersigned represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

IN WITNESS WHEREOF, Applicant and City have executed this Agreement as of the date first above written.

Geweke Family Partnership
a California Limited Partnership

By: _____
Date

Name & Title: _____


CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Blair King, City Manager Date

ATTEST:

Randi Johl, City Clerk Date

APPROVED AS TO FORM:
D. Stephen Schwabauer, City Attorney

By: _____
Janice D. Magdich, Deputy City Attorney 

Vintner's Square Affected Property Owners



APN	MAILING ADDRESS	CITY	SITUS	OWNER
058-030-09 027-050-01, 027-050-02 027-050-03 027-050-10, 027-050-12, 027-050-24 027-050-11	2541 Lynch Wy 179 E Taylor Road 345 E Taylor Road 9949 Fernwood Ave 2332 Rockingham Cir	Lodi CA 95242 Lodi CA 95242 Lodi CA 95242 Stockton CA 95212 Lodi CA 95242	252 E State Route 12 Hwy 179 E Taylor Road 345 E Taylor Road 306 E Taylor Road 240 E Taylor Road 31 E State Route 12	Thomas & Carolyn Reichmuth Maxine Christesen Family LP Emma Meier Angelos Parisis Miyoko Kaba
027-050-15	101 E Hwy 12	Lodi CA 95240	Hwy 35 E State Route 12	David Dollinger
027-050-16	35 E State Route 12 Hwy 101 E State Route 12	Lodi CA 95242	Hwy 101 E State Route 12	Bob & Judith Brown
027-050-18 027-050-19, 027-050-20	Hwy 209 E State Route 12 Hwy 1139 E Kettleman Lane	Lodi CA 95242 Lodi CA 95242	Hwy 209 E State Route 12 Hwy 341 E State Route 12	Leroy & Gladys Dollinger Lamar & Joann Hedrick
027-050-21 027-050-25 058-030-11, 058-030-13	Ste 200 16 E Taylor Road 100 Swan Wy Ste 206	Lodi CA 95240 Lodi CA 95242 Oakland CA 94621-1459	Hwy 16 E Taylor Road 1440 Westgate Drive	Geweke Family LTP PTP Richard & Pamela Gerlack BDC Lodi III LP
058-030-12 027-060-01 027-060-03 027-060-05 027-060-06, 027-060-39, 027-060-08 027-060-09 027-060-10 027-060-12 027-060-13 027-060-42 027-060-27 027-060-29	Mail Stop 0555 383 E Taylor Road 810 W Elm St 441 E Taylor Road 9900 Pringle 517 E Taylor Road 1806 W Kettleman Ln 246 N Lorna 619 E Taylor Road 681 E Taylor Road 695 E Taylor Road	72716-0555 Lodi CA 95240 Lodi CA 95240 Lodi CA 95240 Galt CA 95632 Lodi CA 95240 Lodi CA 95242 Lodi CA 95240 Lodi CA 95242 Lodi CA 95242 Lodi CA 95242	1600 Westgate Drive 383 E Taylor Road 419 E Taylor Road 441 E Taylor Road 453 E Taylor Road 517 E Taylor Road 555 E Taylor Road 589 E Taylor Road 619 E Taylor Road 681 E Taylor Road 695 E Taylor Road	Wal Mart Real Est Business Tru Merced Gutierrez Steven Culbertson Daniel Mcneil Debra Frey Domingo Sanchez D & B Sasaki Enterprises Inc Kenneth Reiswig Kenneth Roberson This is not on Mapguide Ben & Renee Vander Heiden Randy Zapara
027-060-35	1213 W Lockeford St	Lodi CA 95240	15401 N Lower Sacramento Road	Dave & Kathleen Williams
027-400-01 027-400-02	PO Box 247 621 Evergreen Dr 10100 Trinity Parkway	Acampo CA 95220 Lodi CA 95242	70 E Sargent Road 212 E Sargent Road	Albert Traverso DHKS Dev Co
027-400-03 029-380-05	Ste 420 PO Box 1823	Stockton CA 95219 Lodi CA 95241	402 E Sargent Road 351 E Sargent Road	WL Investors LP Georgia Perlegos